



*Gaithersburg*

A CHARACTER COUNTS! CITY

## **CITY OF GAITHERSBURG**

### **REIMBURSEMENT AGREEMENT**

THIS AGREEMENT, effective as of \_\_\_\_\_ (the “Effective Date”), by and between \_\_\_\_\_ (“Employee”), and the **CITY OF GAITHERSBURG, MARYLAND**, a Maryland Municipal Corporation, 31 South Summit Avenue, Gaithersburg, Maryland (“City”).

#### **RECITALS:**

R1. WHEREAS the City desires to hire the Employee to serve as a police officer and desires to make such employment contingent upon certain conditions; and,

R2. WHEREAS the City will incur significant costs in connection with the hiring, training and outfitting of the Employee as a candidate police officer; and,

R3. WHEREAS the purpose of this Agreement is to insure that the City receives the services of a police officer for a minimum of two (2) years in order that the City may recoup the investment of time and money expended in training and outfitting the Employee.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Employee and the City agree as follows:

1. The term of this Agreement begins as of the Effective Date of hire and expires twenty-four (24) months after the Effective Date of hire.
2. The Employee will serve in a probationary status for a period of twenty-four (24) months from the Effective Date of this Agreement. During the period of probation the Employee is an “employee at will” and the City Manager may, in his/her sole discretion, terminate the Employee with or without cause.

3. The City agrees to provide all necessary uniforms, equipment, materials and training in order to prepare the Employee for assuming the duties of a Gaithersburg Police Officer.
4. Upon completion of required training the Employee shall serve as a Gaithersburg Police Officer in any duty assignment or location designated by the Chief of Police or his designee.
5. The Employee shall comply with all policies, procedures, rules and requirements of the General Orders of the Gaithersburg Police Department existing at the time of this Agreement and as are issued from time to time, the Gaithersburg Personnel Rules & Regulations Manual, and the Gaithersburg City Code.
6. The Employee and the City agree that by hiring the Employee, the City has lost the opportunity to hire other qualified candidates and that the City has incurred substantial expense in hiring, paying wages, training and outfitting the Employee.
7. The Employee agrees that the total cost to the City is extensive and difficult to determine to a reasonable degree of specificity.
8. The Employee agrees to pay a sum not to exceed \$5,000.00 to the City as liquidated damages in the event that the Employee terminates his/her employment with the City for any reason or otherwise breaches this Agreement, or if the City terminates the Employee's employment during the term of this Agreement as expressed in paragraph 1 above. The amount repaid to the City is not as a penalty; rather it is a partial reimbursement for expenses incurred by the City. The amount of liquidated damages to be paid by the Employee is calculated as follows:
  - a. If the Employee's termination date is within twelve (12) months of the Effective Date of this Agreement, the Employee shall pay the amount of \$5,000.00 to the City.
  - b. If the Employee's termination date is between thirteen (13) and twenty-four (24) months of the Effective Date of this Agreement, the Employee shall pay to the City the amount of \$416.67 per month for the number of months remaining in the term of this Agreement, in a total amount not to exceed \$5,000.00.

9. Termination for reasons of a physical or mental incapacity that precludes the Employee from performing the duties of a police officer shall not constitute a breach of this Agreement if a licensed physician approved by the City certifies that the Employee is unable to perform the duties of a police officer.
10. In the event that the Employee is called to active military duty or is granted a leave of absence for any reason, the term of this Agreement as expressed in paragraph 1 above, shall be extended for a period of time equal to the time of military service or approved leave of absence.
11. Within five (5) days of the Effective Date of this Agreement the Employee shall, in writing, withdraw his or her name as a potential candidate for employment with all other law enforcement agencies.
12. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
13. The waiver of any covenant or condition by the City shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver of exercise of any legal right hereunder shall not be construed as a waiver of any other action or right the City may have pursuant to the terms of this Agreement.
14. In the event of breach of this Agreement, the Employee agrees and consents to the City withholding any and all sums due to the Employee from the City, to include wages, contributions to the Employee's retirement accounts and unpaid leave as a setoff against the liquidated damages described above. The Employee further agrees to pay all court costs, attorney's fees and other costs incurred by the City in an action to enforce this Agreement and/or to collect the liquidated damages provided for herein.
15. Assignment. This Agreement may not be assigned to any other person, firm or organization without the express written consent of City.
16. Entire Agreement. This Agreement shall constitute the entire agreement between the parties as to the issues contained within this Agreement, and any prior understanding or representation of any kind regarding the issues

contained within this Agreement preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

17. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

EMPLOYEE:

\_\_\_\_\_  
WITNESS By: \_\_\_\_\_  
Employee Name

CITY OF GAITHERSBURG

\_\_\_\_\_  
WITNESS By: \_\_\_\_\_  
City Manager